# Exhibit A

# Case 1:23-mi-99999-UNA Document 4137-1 Filed 12/14/23 Page 2 qf 32 2023-0156416-CV

# FFILED IN OFFICE

General Civil and Domestic Relations Case Filing Information FormCLERK OF SUPERIOR COURT
COBB COUNTY, GEORGIA

		☑ Superior o	or 🗆 Sta	te Court	of Cobb		County	23	108848
	For Clerk Use On Date Filed 11-10	•			Case Numb	<b>er</b> 23108848		٤	2023 04:30 2023 04:30 lor, Clerk of Superior Cobb County, 6
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	Post-Jud Garnishn General Habeas C Injunctio Landlord Medical Product Real Pro	oile Tort  peal  ot/Modification  gment  nent  Tort  on/Mandamus  /Tenant  Malpractice T  Liability Tort	s/Other \			medical sup Dissolution, Maintenanc Family Viole Modificatio Custody, Paternity/Le Support – IV	yment of opport, or aling /Divorce/Sepe/Alimony ence Petition n /Parenting Tegitimation /PD	nony parate i ime/Visit IV-D)-	
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	Is a foreign langu  Do you or your cl	age or sign-la	nguage i	nterprete e(s) Require	r needed in 1 ed	this case? If so, p			

₩2023-0156417-CV

CLERK OF SUPERIOR COURT COBB COUNTY, GEORGIA

23108848 A. Gregory Poole - 52 NOV 10, 2023 04:30 PM

DISCLOSURE STATEMENT CLERK OF SUPERIOR COURT

CASE NUMBER 23108848

Connie Taylor, Clerk of Superior Court Cobb County, Georgia

### INTEGRATED TECHNOLOGIES, INTERNATIONAL, LLC;

Plaintiff

Vs.

# YANFENG NORTH AMERICA; YANFENG US AUTOMOTIVE INTERIOR SYSTEMS I LLC; YAN Defendant

#### TYPE OF ACTION

0	Divorce without Agreement Attached	o URESA
	_	
	Divorce with Agreement Attached	o Name Change
0	Domestic Relations	o Other
Q	Damages Arising out of Contract	o Recusal
0	Damages Arising out of Tort	o Adoption

- o Condemnation
- o Equity
- o Zoning County Ordinance Violations (i.e., Injunctive Relief-Zoning)
- o Zoning Appeals (denovo)
- o Appeal, Including denovo appeal excluding Zoning

#### PREVIOUS RELATED CASES

Does this case involve substantially the same parties, or substantially the same subject matter, or substantially the same factual issues, as any other case-filed-in-this court (Whether pending simultaneously or not)?

ď	NO				
0	YES – If yes, please fill out the following 1. Case #	ıg:			
	2. Parties				
	3. Assigned Judge				
	4. Is this case still pending?	0	Yes	0	No
	5. Brief description of similarities:				

/S/ McCarthy, Mr. Brendan J.

Case 1:23-mi-99999-UNA Document 4137-1 Filed 12/14/23 Page 4 pf#32023-0156413-CV

### SUPERIOR COURT OF COBB COUNTY STATE OF GEORGIA

CLERK OF SUPERIOR COURT COBB COUNTY, GEORGIA

23108848
A. Gregory Poole - 52
NOV 10, 2023 04:30 PM

Connie Taylor, Clerk of Superior Court

CIVIL ACTION NUMBER 23108848

\$214.00 COST PAID

INTEGRATED TECHNOLOGIES, INTERNATIONAL, LLC

**PLAINTIFF** 

VS.

YANFENG NORTH AMERICA YANFENG US AUTOMOTIVE INTERIOR SYSTEMS I LLC YANFENG AUTOMOTIVE INTERIORS

**DEFENDANTS** 

#### **SUMMONS**

TO: YANFENG NORTH AMERICA

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

Brendan J. McCarthy Andre Kill & McCarthy, LLP 244 Roswell Street Suite 1000 Marietta, Georgia 30060

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 10th day of November, 2023.

Clerk of Superior Court

Connie Taylor, Clerk of Superior Court Cobb County, Georgia Case 1:23-mi-99999-UNA Document 4137-1 Filed 12/14/23 Page 5 95 2023-0156414-CV

# SUPERIOR COURT OF COBB COUNTY STATE OF GEORGIA

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CLERK OF SUPERIOR COURT
COBB COUNTY, GEORGIA

23108848 Gregory Poole - 5

A. Gregory Poole - 52 NOV 10, 2023 04:30 PM

Connie Taylor, Clerk of Superior Court Cobb County, Georgia

CIVIL ACTION NUMBER 23108848

\$214.00 COST PAID

INTEGRATED TECHNOLOGIES, INTERNATIONAL, LLC

PLAINTIFF

VS.

YANFENG NORTH AMERICA
YANFENG US AUTOMOTIVE INTERIOR
SYSTEMS I LLC
YANFENG AUTOMOTIVE INTERIORS

**DEFENDANTS** 

#### SUMMONS

TO: YANFENG US AUTOMOTIVE INTERIOR SYSTEMS I LLC

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

Brendan J. McCarthy Andre Kill & McCarthy, LLP 244 Roswell Street Suite 1000 Marietta, Georgia 30060

an answer to the complaint which is herewith served upon you, within-30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 10th day of November, 2023.

Clerk of Superior Court

Connie Taylor, Clerk of Superior Court Cobb County, Georgia Case 1:23-mi-99999-UNA Document 4137-1 Filed 12/14/23 Page 6 pf#32023-0156415-CV

### SUPERIOR COURT OF COBB COUNTY STATE OF GEORGIA

**CLERK OF SUPERIOR COURT** COBB COUNTY, GEORGIA

23108848

A. Gregory Poole - 52 NOV 10, 2023 04:30 PM

#### CIVIL ACTION NUMBER 23108848

\$214.00 COST PAID

INTEGRATED TECHNOLOGIES, INTERNATIONAL, LLC

**PLAINTIFF** 

VS.

YANFENG NORTH AMERICA YANFENG US AUTOMOTIVE INTERIOR SYSTEMS I LLC YANFENG AUTOMOTIVE INTERIORS

**DEFENDANTS** 

#### **SUMMONS**

TO: YANFENG AUTOMOTIVE INTERIORS

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

> Brendan J. McCarthy Andre Kill & McCarthy, LLP **244 Roswell Street Suite 1000** Marietta, Georgia 30060

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 10th day of November, 2023.

Clerk of Superior Court

Connie Taylor, Clerk of Superior Court Cobb County, Georgia Case 1:23-mi-99999-UNA Document 4137-1 Filed 12/14/23 Page 7 10 € 2023-0156412-CV

CLERK OF SUPERIOR COURT COBB COUNTY, GEORGIA

# 23108848

# IN THE SUPERIOR COURT OF COBB COUNTY A. Gregory Poole - 52 NOV 10, 2023 04:30 PM

# STATE OF GEORGIA

INTEGRATER TECHNICI OCIEC	`	Cabb County
INTEGRATED TECHNOLOGIES,	)	
INTERNATIONAL, LLC,	).	
	) CIVIL ACT	ION
Plaintiff,	ĵ	
·	) FILE NO.:	
<b>y.</b>	) S:	•
YANFENG NORTH AMERICA,	) }	
YANFENG US AUTOMOTIVE	)	
INTERIOR SYSTEMS I LLC, and	) i	
YANFENG AUTOMOTIVE	<b>)</b>	
INTERIORS, )		·
•	$\mathbf{j}_{i}$	
Defendants.		

#### COMPLAINT

Plaintiff Integrated Technologies International, LLC ("Plaintiff") files this Complaint against Defendants Yanfeng North America ("Yanfeng NA"), Yanfeng US Automotive Interior Systems I LLC ("Yanfeng US"), and Yanfeng Automotive Interiors ("YFAI") (Yanfeng NA, Yanfeng US, and YFAI are sometimes collectively referred to as "Defendants") and respectfully show this Court as follows:

1.

Yanfeng NA is an entity apparently based in Michigan and may be served with process at 41935 West 12 Mile Road, Novi, Michigan 48377, and is subject to the jurisdiction of this court pursuant to the Georgia Long Arm Statute.

2.

Yanfeng US is an entity that was previously authorized to transact business in the State of Georgia and which maintained its registered agent as CT Corporation System, Inc. at 1201 West Peachtree Street, Atlanta, Fulton County, Georgia, but failed to maintain its registration as required

by law, consequently, the Georgia Secretary of State revoke Yanfeng US's authority to transact business in the State of Georgia. Yanfeng is subject to the jurisdiction of this Court both in its capacity as a revoked corporate entity and pursuant to the Georgia Long Arm Statute.

3.

YFAI is a company transacting business and maintains a principal place of business at 101 International Boulevard, Fountain Inn, South Carolina 29644 and is subject to the jurisdiction of this Court pursuant to the Georgia Long Arm Statute.

4.

Venue is proper in this Court because the substantial part of the business was transacted in Cobb County, Georgia, and the tortious act, injury, and damage occurred in Cobb County, Georgia, as Plaintiff is located in Cobb County, Georgia.

5.

Based upon a prior business relationship between Craig Hillier, then a Plant Technical Manager for Yanfeng US, and now Senior Regional Technical Manager (since 2023) for Yanfeng US, reached out to Daniel Welton, the owner of Plaintiff, and encourage Plaintiff to become an approved vendor for Yanfeng.

6.

The approval process took more than a year, with Yanfeng requiring Plaintiff and Welton to produce bank statements, tax returns, and other documents as part of the vendor approval process.

7.

Plaintiff and Defendants entered into an agreement for Plaintiff to construct certain machines, as reflected in the Proposals attached hereto as Exhibit A and incorporated herein by

reference and the Purchase Order attached hereto as Exhibit B and incorporated herein by reference.

8.

As the approval process concluded, Paul Stewart, an advanced manufacturing engineer project manager of Yanfeng, came to Plaintiff's existing location in Cobb County, Georgia in September 2021 and insisted that Plaintiff move to a larger building to handle the scope of the work.

9.

Stewart is the representative for Yanfeng who approved all the designs prepared by Plaintiff for the equipment designed and fabricated by Plaintiff for Defendants. (See Exhibit B attached hereto and incorporated herein by reference).

10.

During the performance of the work, Defendants, through Steven Voll, who is identified as the Commodity Manager—Capital Equipment & Tooling, N.A., repeatedly discussed changes to the manufacturing process, and eventually convinced Plaintiff to work with another vendor on the equipment.

11.

During the performance of the work, Plaintiff repeatedly requested for delivery of required sample parts from Defendants for the final assembly, debug, and testing of the equipment.

12.

In December 2022, during the performance of the work. Voll contacted Plaintiff and threatened to back up a truck and take all the equipment from Plaintiff's premises, even though Plaintiff had not been paid for the equipment and work.

Plaintiff refused and explained that the equipment still belonged to Plaintiff.

14.

As per recorded telephone conversation, Voll subsequently proposed a modification of the agreement to allow another company, Reliable Automation, to take possession of the equipment from Plaintiff and complete the unfinished work, with Voll assuring Plaintiff that Defendants would pay for the amounts due to Plaintiff.

15.

Per the recorded telephone conversation, the amount due to Plaintiff was the total amounts from Quote #6455-L dated December 9, 2022 (\$465,973.81) and Quote #6463-A dated August 16, 2022 (\$31,400.00) minus the initial payment received by Plaintiff from Defendants (\$310,153.00) received on April 2022 for a total amount due to Plaintiff of \$232,618.81. See Invoice attached hereto as Exhibit C and incorporated herein by reference.

16.

Importantly, according to Voll, Reliable Automation had bid on the same work, but lost the bid to Plaintiff.

17.

Voll claimed that Reliable Automation had excess capacity and could assist in completing the work.

18.

Based upon repeated assurances of payment from Voll, Plaintiff reasonably believed that Defendants would pay the full agreed upon amount owed for the equipment.

In reliance on those assurances, Plaintiff allowed Defendants to take possession of the equipment and move the equipment from Plaintiff's warehouse on December 13, 2022.

20.

On February 6, 2023, Voll sent the letter attached hereto as Exhibit D and alleged to terminate the agreement.

21.

This letter was a complete breach of the representations made by Voll to Plaintiff, which representations were made to induce Plaintiff to release the equipment owned by Plaintiff.

22.

Plaintiff has been damaged by the breach of the agreement by Defendants and the breach of the Voll representations in an amount to be shown.

23.

Upon information and belief. Voll made the representations to induce Plaintiff to release the equipment, while Voll knew Defendants never intended to pay Plaintiff, which makes such representations fraud.

24.

Voll purposefully made the representations to Plaintiff by telephone communications to Plaintiff at Plaintiff's office in Kennesaw, Cobb County, Georgia.

25.

Plaintiff has been damaged by these breaches and the fraud in an amount to be shown.

Defendants have disregarded corporate formalities and should be considered the alter egos, such that Defendants are jointly and severally liable to Plaintiff.

27.

Defendants have acted in bad faith, have been stubbornly litigious, and have caused Plaintiff unnecessary time, trouble, and expense; consequently, Plaintiff is entitled to recover its attorney's fees and expenses against Defendants in an amount to be shown.

28.

Plaintiff is entitled to recover prejudgment interest on the amount of its damages in an amount to be shown.

29:

All conditions precedent to Plaintiff's rights to bring these claims and receive the relief requested have been satisfied by Plaintiff or waived or excused by Defendants.

#### COUNT I-BREACH OF CONTRACT

**30**.

Plaintiff incorporates the allegations contained in Paragraphs 1 through 29 above as if fully set forth herein.

31.

Plaintiff and Defendants entered into a contract for Plaintiff to provide design work and equipment to Defendants and Defendants agreed to pay for such design work and equipment.

32.

Plaintiff performed the design work and manufactured the equipment, but Defendants breached the agreement because Defendants have failed and refused to pay Plaintiff what is owed.

Defendants breach of the agreement by failing to pay has caused damages to Plaintiff, for which Plaintiff is entitled to recover against Defendants, jointly and severally.

#### **COUNT TWO-FRAUD**

34.

Plaintiff incorporates the allegations set forth in Paragraphs 1 through 33 above as if fully set forth herein.

35.

Defendants made representations to Plaintiff that Defendants would pay Plaintiff the money owed and such representations were made to induce Plaintiff to release certain equipment to Defendants.

36.

In reliance on those representations, Plaintiff released certain equipment to Defendants.

37.

Defendants committed fraud on Plaintiff because Defendants apparently did not intend to pay Plaintiff once Defendants received possession of the equipment.

38:

Plaintiff would not have released the equipment to Defendants if Plaintiff knew that Defendants did not intend to pay Plaintiff.

39.

Plaintiff has been damaged by Defendants' fraudulent conduct in an amount to be shown.

40.

Defendants' actions show malice, fraud, wantonness, oppression, and that entire want of

care to raise the presumption of conscious indifference to the consequences of their actions; consequently. Plaintiff is entitled to recover punitive damages against Defendants in an amount to be determined.

WHEREFORE, Plaintiff respectfully requests the Court grant Plaintiff:

- A. Judgment in favor of Plaintiff and against each of the Defendants for the breach of contract, plus pre-judgment interest, and attorney's fees and expenses of litigation in an amount to be shown;
- B. Judgment in favor of Plaintiff and against each of the Defendants for fraud in an amount to be shown, plus punitive damages and attorney's fees and expenses; and,
  - Such other and further relief as the Court deems just and proper.

se Brendan J. McCarthy
Brendan J. McCarthy
Georgia Bar No. 482221
Attorney for Plaintiff

Andre Kill & McCarthy, LLP 244 Roswell Street Suite 1000 Marietta, Georgia 30060 (404) 653-3004 (404) 653-0338 (Facsimile)

**EXHIBIT A** 

Integrated
Technologies
International

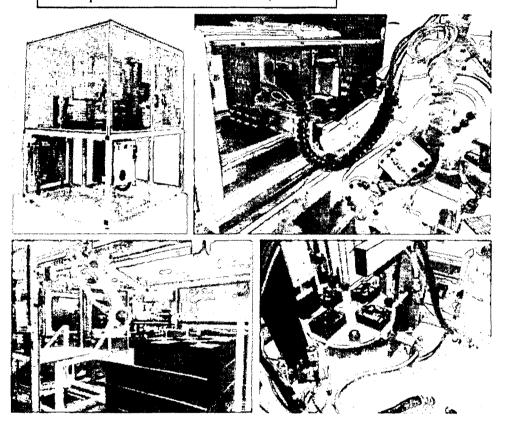
Proposal

# INTEGRATED

### TECHNOLOGIES

### INTERNATIONAL

Proposal #6455-L - December 9, 2022





YANFENG RFQ #517550 VOLVO V536 Hard Trim Final Assembly



December 9, 2022 ITI Proposal #6455-L Yanfeng RFQ #517550

Paul Stewart Steven Voll Yanfeng Automotive Interiors 101 International Boulevard Fountain Inn, SC 29644

Per your request we are pleased to present our updated proposal to automate the Volvo V536 Hard Trim Final Assembly application.

We appreciate the opportunity to submit our proposal. If you have any questions or need additional information, please do not he sitate to contact me directly.

Sincerely,

Daniel J. Welton General Manager



Proposal #6455-L Page 2

# SYSTEMS PRICING:

#### CELL #1: A-PILLAR LOWER LH/RH & SILL EXTENSION LH/RH

- Nest set designed for the A-Pillar Lower LH/RH parts
- (4) Hold down clamps to secure parts in nest
- (2) Full spectrum color sensors for A-Pillar Lower
- (4) NVH presence sensors
- (2) Pneumatic wet-out fixtures for PSA NVH
- (2) Pneumatically actuated Clip Driver units
- (2) Clip present sensors
- (2) Clip seated sensors
- (2) Keyence SR-1000W bar code scanners
- (2) No-Clip verification sensors prior to cycle start sequence
- Nest set designed for the Sill Extension LH/RH parts
- (2) Part present sensors for Rear Floor Support LH/RH
- (2) Keyence LR-ZB laser sensors for Felt present
- (2) Keyence SR-1000W bar code scanners
- (2) No-Clip verification sensors prior to cycle start sequence
- Cell PLC/HMI Programming w/red-rabbit plan
- Tooling pack with AB-1734 Point I/O Modules and Ethernet adapter

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#### Cell Pricing: \$31,320,00ea

#### CELL:#2: B-PILLAR LOWER EH/RH

- Nest set designed for the B-Pillar Lower LH/RH parts -
- (4) Hold down clamps to secure parts in nest
- (2) Full spectrum color sensors for B-Pillar Lower
- (4) NVH presence sensors
- (2) Pneumatic wet-out fixtures for PSA NVH
- (6) Pneumatically actuated Clip Driver units
- (6) Clip present sensors
- (6) Clip seated sensors
- (2) Keyence SR-1000W bar code scanners
- (2) No-Clip verification sensors prior to cycle start sequence
- Cell PLC/HMI Programming w/red-rabbit plan
- Tooling pack with AB-1734 Point I/O Modules and Ethernet adapter

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Proposal #6455-L Page 3

#### CELL #9: REAR FLOOR SUPPORT LH/RH

- Nest set designed for the Rear Floor Support LH/RH parts
- (2) Rear Floor Support part presence sensors
- (2) Keyence LR-ZB laser sensors for Felt present
- (2) Keyence SR-1000W bar code scanners
- Nest for the Floor Support part
- (1) Floor Support part present sensor
- (1) Compression Limiter nest w/part present sensor
- (1) Keyence SR 1000W bar code scanner
- Nest set designed for the Front Floor Support LH/RH parts
- (2) Front Floor Support part presence sensors
- (2) Foam Donut present sensors
- (2) Nest wet-out for Foam Donut PSA
- (2) Pneumatically actuated Clip Driver units 1LH/1RH
- (2) Clip present sensors
- (2) Clip seated sensors
- (2) Keyence SR-1000W bar code scanners
- (2) No-Clip verification sensors prior to cycle start sequence
- Cell PLC/HMI Programming w/red-rabbit plan

Cell Pricing: \$58,645.00ea

#### CELL#14: WINDOW FRAME LH/RH

- Nest set designed for the Window Frame LH/RH parts
- (4) Hold down clamps to secure parts in nest sets
- (12) Pneumatically actuated Clip Driver Type 1 units 8LH/4RH
- (12) Clip present sensors\_
- (12) Clip seated sensors
- (2) Pneumatically actuated Clip Driver Type 2 units 2LH
- (2) Clip present sensors
- (2) Clip seated sensors
- (2) Keyence SR-1000W bar code scanners
- (2) No-Clip verification sensors prior to cycle start sequence
- Cell PLC/HMI Programming w/red-rabbit plan
- Tooling pack with AB-1734 Point I/O Modules and Ethernet adapter

Cell Pricing: \$54,900.00ea



Proposal #6455-L Page 4

# SYSTEMS PRICING: GROUP 2

#### CELL #3: C-PILLAR LOWER LH/RH

- Nest set designed for the C-Pillar Lower LH/RH parts (5& 7 seat versions)
- Nest set designed for the Switch Housing parts (for clip driving)
- (2) Full spectrum color sensors for C-Pillar Lower
- (2) C-Lower part present sensors
- (2) Button Housing part present sensors
- (8) NVH presence sensors
- (4) Pneumatic wet-out fixtures for PSA NVH
- (3) Pneumatically actuated Clip Driver units 1LH/2RH
- (3) Clip present sensors
- (3) Clip seated sensors
- (1) Pneumatically actuated Tether Clip Driver unit 1LH
- (1) Tether Clip present sensor
- (1) Tether Clip seated sensor
- (1) Tether Anchor part present sensor
- (8) Fixed point sonic welding points
- (2) Sonic generators
- (2) Keyence SR-1000W bar code scanners
- (2) No-Clip verification sensors prior to cycle start sequence
- Cell PLC/HMI Programming w/red-rabbit plan
- Pricing was reduced for assembly/controls labor hours supplied by Yanfene
- Price reduction was moved to Cell 11 (\$5,670.00)
- Price reduction for Telsonic payment (\$34:107.75)

#### Cell Pricing: \$58,867,25ca

#### **CELL #15: TAILGATE LOWER**

- LAFB FlexBase to be supplied by YFAI
- Safety light curtain set and Opto-touch
- (2) Hold down clamps to secure parts in nest sets
- (4) NVH presence sensors
- (2) Pneumatic wet-out fixtures for NVH PSA
- (13) Pneumatically actuated Clip Driver units
- (13) Clip present sensors
- (13) Clip seated sensors
- . (1) Keyence SR-1000W bar code scanner
- (1) No-Clip verification sensors prior to cycle start sequence
- Cell PLC/HMI Programming w/red-rabbit plan
- Tooling pack with AB-1734 Point I/O Modules and Ethernet adapter

Cell Pricing: \$50,420.00ea



Proposal #6455-L Page 5

#### CELL #12: C-PILLAR UPPER #1 LH/RH

- Built Systems WKB1000 48"x30" workstation w/aluminum top
- Nest set designed for the O-Pillar Upper LH/RH parts

Cell Pricing: \$7,300.00ea

#### CEEL#13: C-PILLAR UPPER#2 LH/RH

- LAFB FlexBase to be supplied by YFAI
- Safety light curtain set and Opto-touch
- Nest set designed for the C-Pillar Upper Panel LH/RH parts
- (4) Hold down clamps to secure parts in nest sets
- (2) Full spectrum color sensors for Upper Panel
- (2) Full spectrum color sensors for Slider Panel
- -: (2) Full spectrum color sensors for Button
- (4) Pneumatically actuated Adjustable Clip Driver units 2LH/2RH
- (4) Clip present sensors
- (4) Clip seated sensors
- (4) NVH PSA presence sensors
- (2) Pneumatic wet-out fixtures for NVH PSA
- (12) Keyence LR-ZB laser sensors for Felt present
- (12) Keyence LR-ZB laser sensors for Felt present
- (2) Part in nest sensors
- (8) Pneumatically actuated Clip Driver units 6LH/6RH
- (8) Clip present sensors
- (8) Clip seated sensors
- (4) Keyence SR-1000W bar code scanners
- (2) No-Clip verification sensors prior to cycle start sequence
- Cell PLC/HMI Programming w/red-rabbit plan
- Tooling pack with AB-1734 Point I/O Modules and Ethernet adapter
- Pricing was reduced for assembly/controls labor hours supplied by Yanfeng
- Price reduction was moved to Cell 11 (\$8,241.75)

Cell Pricing: \$88,855.00ea



Proposal #6455-La Page 6:

# SYSTEMS PRICING: GROUP 3

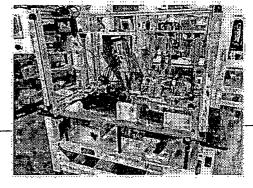
#### CELL #10: B-PILLAR UPPER #1 LH/RH

- Built Systems WKB1000 48"x30" workstation w/aluminum top
- Nest set designed for the B-Pillar Upper LH/RH parts

Cell Pricing: \$7,300.00ea

### CELL #11: B-PILLAR UPPER #2 LH/RH (70% COMPLETED)

- Nest set designed for the B-Pillar Upper/Mid Panel EH/RH parts
- (4) Hold down clamps to secure parts in nest sets
- (2) Full spectrum color sensors for Upper Panel
- (2) Full spectrum color sensors for Mid Panel
- (2) Full spectrum color sensors for Slider Panel
- (2) Full spectrum color sensors for Button
- (4) Pneumatically actuated Adjustable Clip Driver units 2LH/2RH
- (4) Clip present sensors
- (4) Clip seated sensors
- (2) Eye Hook part presence sensors
- (8) NVH PSA presence sensors
- = (2) Pneumatic wet-out fixtures for NVH PSA
- (8) Keyence LR-ZB laser sensors for Felt present
- (8) Keyence LR-ZB laser sensors for Felt present
- (8) Pneumatically actuated Clip Driver units 6LH/6RH
- (8) Clip present sensors
- (8) Clip seated sensors
- (6) Fixed point sonic welding points
- (2) Sonic generators
- (4) Keyence SR-1000W bar code scanners
- (2) No-Clip verification sensors prior to cycle start sequence
- Cell PLC/HMI Programming w/red-rabbit plan
- Tooling pack with AB-1734 Point I/O Modules and Ethernet adapter
- Pricing was reduced for assembly/controls labor hours supplied by Yanfeng
- Pricing added from other cells
- Price reduction for Telsonic payment (\$28,008.00)
- Price adder for second tool pack assembly (\$13,500.00) per quote #6463-A



Cell Pricing: \$36,567.91ea 70% Pricing: \$11,089,54ea



Proposal #6455-L Page 7

#### CELL#4: D-PILLAR LOWER #1 LH/RH

- Built Systems WKB1000 48"x30" workstation w/aluminum top
- Nest set designed for the D-Pillar Lower LH/RH parts

Cell Pricing: \$7,300.00ea

#### CELL #5: D-PILLAR LOWER #2 LH/RH (70% COMPLETED)

- Nest set designed for the D-Pillar Lower LH/RH parts (5&7 seat versions)
- (8) Hold down clamps to secure parts in nest sets
- (4) Full spectrum color sensors for D-Pillar Lower and Speaker Grill
- (4) NVH PSA presence sensors
- (2) Pneumatic wet-out fixtures for NVH PSA
- (4) FOAM PSA presence sensors
- (2) Pneumatic wet-out fixtures for FOAM PSA
- (12) Pneumatically actuated Clip Driver units 6LH/6RH
- (12) Clip present sensors
- (12) Clip seated sensors
- (2) Part present sensors (5 seat vs 7 seat)
- (16) Fixed point sonic welding points
- (2) Sonic generators
- (4) Keyence SR-1000W bar code scanners
- (2) No-Clip verification sensors prior to cycle start sequence
- Cell PLC/HMI Programming w/red-rabbit plan
- Tooling pack with AB-1734 Point I/O Modules and Ethernet adapter
- Pricing was reduced for assembly/controls labor hours supplied by Yanfeng Pricing was reduced for assembly/controls labor hours/supplied by Yanfeng

System design and engineering complete

CNC Machining complete

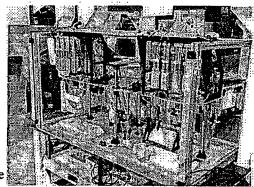
Mechanical assembly 90% complete

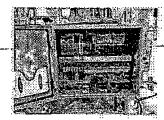
Electrical assembly 50% complete

System programming and HMI 90% complete

Price reduction for Telsonic payment (\$58,506.75)

Cell Pricing: \$102:099:07ea 70% Pricing: \$12:962.60ea





Proposal #6455-L Page 8

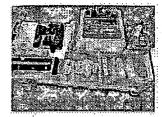
# Integrated Technologies International

Proposal

# CELL #6: FRONT SILL LH/RH (40% COMPLETED)

- Nest set designed for the Front Sill LH/RH parts
- Nest set for alum decorative insert wedge locators +/-0.4mm.
- (2) Keyence IV500 vision sensors to inspect insert orientation of "VOLVO" logo
- (2) Full spectrum color sensors for Front Sill
- (4) NVH presence sensors
- (2) Pneumatic wet-out fixtures for NVH PSA
- (4) Pneumatically actuated Clip Driver units 6LH/6RH
- (4) Clip present sensors
- (4) Clip seated sensors
- (2) Keyence SR-1000W bar code scanners
- (2) No-Clip verification sensors prior to cycle start sequence
- Cell PLC/HMI Programming w/red-rabbit plan
- Tooling pack with AB-1734 Point I/O Modules and Ethernet adapter
- Pricing was reduced for assembly/controls labor hours supplied by Yanfeng
- -- Price reduction was moved to Cell 11 (\$5,670.00)
  - System design and engineering complete
  - CNC Machining complete
  - Electrical assembly 50% complete

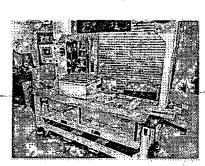
Cell Pricing: \$73,438,17ea 40% Pricing: \$29,375,27ea



#### CELL#7: REAR SILL LH/RH (40% COMPLETED)

- Nest set designed for the Rear Sill LH/RH parts
- (4) Hold down clamps to secure parts in nest sets
- (2) Full spectrum color sensors for Rear Sill
- (4) NVH presence sensors
- (2) Pneumatic wet-out fixtures for NVH PSA
- (4) Pneumatically actuated Clip Driver units-6LH/6RH
- (4) Clip present sensors
- (4) Clip seated sensors
- = (2) Keyence SR-1000W bar code scanners
- (2) No-Clip verification sensors prior to cycle start sequence:
- Cell PLC/HMI Programming w/red-rabbit plan
- Tooling pack with AB-1734 Point I/O Modules and Ethernet adapter
- Pricing was reduced for assembly/controls labor hours supplied by Yanfeng
- Price reduction was moved to Cell 11 (\$8,606.25)
- System design and engineering complete
- CNC Machining complete
- Electrical assembly 50% complete

Cell Pricing: \$78,959.44ea 40% Pricing: \$31,583.78ea







Proposal #6455-L Page 8

#### CELL #8: SILL MOLDING LH/RH

- Nest set designed for the Inlay Carrier LH/RH parts
- (2) Hold down clamps to secure parts in nest sets
- (2) Metal Inlay part presence sensors
- (2) Inlay Carrier part presence sensors
- (2) Keyence SR-1000W bar code scanners
- Nest set designed for the Sill Molding LH/RH
- (2) Metal inlay/Carrier part present sensors
- -: (1) Sill Molding part present sensor
- (2) Insert seated sensors
- (6) NVH present sensors
- (3) Foam Donut present sensors
- (3) Nest wet-out for Foam Donut PSA
- (3) Keyence SR-1000W bar code scanners
- Cell PLC/HMI Programming w/red-rabbit plan
- Tooling pack with AB-1734 Point I/O Modules and Ethernet adapter
- Pricing was reduced for assembly/controls labor hours supplied by Yanfeng
- Price reduction was moved to Cell 11 (\$3,375.00)

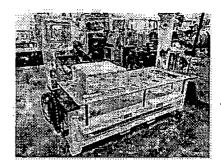


1TI will provide purchased and machined components for stations 5, 6, 7. IIILH, 11RH

ITI will provide latest full HMI programs and PLC programs

ITI will provide updated (native/editable) Cad models, details and BOM's

ITI will honor 18-month warranty.





August 16, 2022 Proposal #6463-A

Paul Stewart

Yanfeng Automotive Interiors
101 International Blvd.
Fountain Inn, SC 29644

Additions to the Volvo 536 Hard Trim Assembly project:

Cell #9 Y0 Support – Add Functional and MES program logic to work-station at Fountain Inn, South Carolina facility (expenses included) \$3,700.00

Cell #7 Rear Sill - Add (2) Keyence IV3-500 vision cameras to verify orientation for the "VOLVO" logo deco plate" \$14,200.00

Cell #11 B-Pillar Upper - Add second 48" Tool Pack assembly to include machined aluminum top plate, painted steel weldment bottom, I/O enclosure and back plane with ethernet communication components \$13,500.00

We appreciate the opportunity to submit our proposal. If you have any questions or need additional information, please do not hesitate to contact me directly.

Sincerely,

Daniel J. Welton General Manager

**EXHIBIT B** 

# Case 1:23-mi-99999-UNA Document 4137-1 Filed 12/14/23 Page 28 of 38

Purchase Order No TA104160 Rev

2

Page 1



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Order Date	10/6/2021			E-Invoices 0	nly: PTP-INVSCAN-US@yanfeng.com				
Supplier Code	9083575			*For	Bill-to/Invoicing party see document footer	•			
Phone 770-335	-2840	Fax	678-354-1947	Invoice Maill	ng Address				
770-330	- <b>20</b> -0;	7.700	070-057-10-7	Yanfeng North America YFALNA					
				P.O. Box 71		:			
				48376 Novi					
Supplier Name	INTEGRATED TO	CHNOL	OGIES:	UNITED ST					
Supplier Name INTEGRATED TECHNOLOGIES 3939 Royal Drive				Support Contact PTP-query-US@yanfeng.com					
	Suite 107			Tel +421 2 3907 6400 (English)					
	30144 Kerinesaw, GA UNITED STATES			Delivery Location  YFAI Fountain Inn 101 International Blvd Fountain Inn, SC 29644					
Credit Terms	TOOLING								
	Tooling								
Incoterms	DDP, Fou	ntain Inr	SC USA	Buyer Tel	Steven Voil	<u></u>			
			w	E-mail	steven.voll@yanfeng.com				

#### Terms and Conditions:

This Purchase Order is governed exclusively by Buyers TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES AND SPARE PARTS DESTINED FOR THE AUTOMOBILE (available at https://www.yanfeng.com/en/suppliers and incorporated here by reference) except as modified as provided therein. All other terms are rejected. The purchase order number must appear on all invoices, packaging slips and bill of lading. Amounts in Item Total and Line exclude all taxes. All Pre-Production parts must be marked/labeled with the Yanfeng Automotive Interiors part number and revision level as indicated on the CAD model and/or drawing. Pre-Production parts that are shipped without proper identification as stated above will be returned to the shipper at their expense.

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^ 1			1161	F14002-T	32,098.00	EA	1.00000	32,098.00
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		į		Assembly Equipment				
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	YFA PRO YFA	ISRF/RFQ: DJECT: NF	217550 000163 m 1- Ap	Volvo XC90 V536 HT	on - LH/RH -::	ev.	100000	
2			1161	Assembly Equipment oling - Assembly Equipme	28,143.00	EA	1.00000	28,143,00
	YFA	I TOOL: Ite	m 2- B p	oillar lower- LH/RH - 6088200	400.00	******		

Yanfeng International Automotive Technology US I LLC EIN: 920447985

48377: NOVI UNITED STATES Tel: Fax: www.yamleng.com Citibank NA London SWIFT: CITIGB2L JBAN: GB93CITI19500918438919

Cilibank NA London: SWIFT: CITIGB2L EUR IBAN: GB24CITI18500818438800

# Case 1:23-mi-99999-UNA Document 4137-1 Filed 12/14/23 Page 29 of 38

Purchase Order No TA104160 Rev

Page 2



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Ln	Price Valid From	Due Date	Site	Item Number Supplier Part Description	Quantity	UM	Unit Price	Total
3			1161	F14002-T	89,455.00	EA	1.00000	<b>89,45</b> 5.00
				Assembly Equipment oling - Assembly Equipme				
	YFA	TOOL: Ite	m 3- C p	pillar lower- LH/RH - 6088201		*******		
4		<u> </u>	1161	F14002-T	7,478.00	EA	1.00000	7,478.00
				Assembly Equipment oling - Assembly Equipme				
	YFA	TOOL: Ite	m 4- D p	illar lower #1- LH/RH - 6088202				
5			1161	F14002-T	104,555.00	EA	1.00000	104,555.00
		:		Assembly Equipment Oling - Assembly Equipme				
	YFA	TOOL: Ite	m 5- D p	ollar lower #2- LH/RH - 6088202				***************************************
6			1161	F14002-T	67,424.00	EA	1.00000	67,424.00
				Assembly Equipment oling - Assembly Equipme				
	YFA	TOOL: Ite	m 6- Fro	ont sill- LH/RH - 6088203				
7		-	1161	F14002-T	72,012.00	EA	1,00000	72,012.00
				Assembly Equipment oling - Assembly Equipme				
	YFA	I TOOL: Ite	m 7- Re	ar sill- LH/RH ⊹ 6088204				
8		:	1161	F14002-T	31,393.00	EA	1:00000	31,393.00
	:  :			Assembly Equipment oling - Assembly Equipme				<del></del>
	VEA	LTOOL	om B Cill	moulding #1 and Sill moulding #2	6099107			<del>nijaras kandari</del>
9		, 100L, III	1181	F14002-T	80,074,00	EAT	1.00000	60,074.00
1								
				Assembly Equipment oling - Assembly Equipme				
226	YFA	I TOOL: It		0/Frt/Rear load floor support - 6088	199	1 = 41		
10	•	•	1161	F14002-T	7,478.00	EA	1.00000	7,478.00
: 1		1		Assembly Equipment oling - Assembly Equipme				

Yanteng International Automotive Technology US FELC EIN: 320447985 41935 W 12 MILE ROAD

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# Case 1:23-mi-99999-UNA Document 4137-1 Filed 12/14/23 Page 30 of 38

# Purchase Order No TA104160 Rev

Page 3



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Ln	Valid	Due Date	Site	Item Number Supplier Part	Quantity	UM	Unit Price	Total
	From	* * .		Description No.	74.047.00			
11			1161	F14002-T Assembly Equipment	71,817.00	EA	1.00000	71,817.00
			:	oling - Assembly Equipme				
12	YFAI TO	ool : Ite	n 12- R	pillar upper #2- LH/RH - 8088207		<u> </u>		
12			1161	F14002-T	7,478.00	EA	1:00000	7,478.00
					., .,			*****
į		:		Assembly Equipment			1	
		1		oling - Assembly Equipme				
	YFAI TO	OOL: Ite	m 13-C	pillar upper #1- LH/RH - 6088208		<u></u>		
13				F14002-T	82,584.00	EA	1.00000	82,584.00
	1							
	:			Assembly Equipment				
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بالبيد	VFALT(	OOL Ite	m 14- C	pillar upper #2 - LH/RH - 6088209		4 4		
14			1161	F14002-T	56,239.00	ΙEΑ	1.00000	56,239.00
	ľ:			* ******	,			
	ŀ		:	Assembly Equipment				•
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	YFAI TO	OOL: Ite	m 16-W	Indow Frame- LH/RH - 6088212				
15		· · · · · · · · · · · · · · · · · · ·	1161	F14002-T	51,650.00	EA	1.00000 [	51,650.00
		•						
1		;	l'i	Assembly Equipment		1		
				oling - Assembly Equipme		1		<del>.</del> .
	YFAI TO	വി 116	m 17- Te	ail Gate - 6088213	<u> </u>	<del>  </del>		
16			1161	F14002-T	2,662.00	EA	1.00000	2,662.00
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	:			Shipping		]		
				oling - Assembly Equipme				<del></del>
	YFALT	OOL: Sh	ippina -	6088213		لينك		
17			1161	F14002-T	5,071.00	EA	1.00000	5,071.00
								S
- ‡			1	Installation & Re-assembly at	44			
[.				oling - Assembly Equipme				4
	YFAI T	OOL: Ins	/ tallation	& Re-assembly at YFAI facility - 601	88213	++		
18			1161	F14002-T	30,424.00	ĒΑ	1.00000	30,424.00
ı İ								•
	li li			Commissioning				
				oling - Assembly Equipme	<b>.</b>			
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Yanteng International Automotive Technology USTLLC EIN: 320447985 41935 W 12 MILE ROAD

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### Case 1:23-mi-99999-UNA Document 4137-1 Filed 12/14/23 Page 31 of 38

Purchase Order No TA104160 Rev

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Page 4



Ln	Price Valid From	Due 3 Date	Site	Item Number Supplier Part Description	Quantity	UM		Unit Price	Total
19		11	161	F14002-T	5,071.00	EΔ	· · · · · · · · · · · · · · · · · · ·	1 00000	5.071.00
		3: 3:17	101	ter a the entitle	0,011,00		:		
					0,011.00	٠.	:	1.00000	5,071:00
					0,011,00	٠,		1.00000	5,071:00
				1 Week Service and Support	0,011,00	<u>.</u>		1.00000	5,974,:00

YFAI TOOL:1 week service and support - 6088213

\*This PO has been set up for "tooling" terms which assumes the supplier will be set up on the agreement through JP Morgan. Supplier payment cannot occur until this agreement is complete. IF for any reason, this order cannot go through the agreement, the supplier MUST contact the buyer so the PO can be corrected. The TOTAL amount on this order will NOT increase from the initial: "tooling" terms/amount(s) to meet CR-45 terms.

\* (3) Progress Payments: PO "Otty" & "Net Price" may have been switched to allow for partial payments through A/P. Preferred Supplier payment terms

apply to this order.

\*Invoice must be dated/ submitted upon: \*30% upon review and YFAI approval of engineering drawings through the design phase; \*50% upon successful run-off and YFAI acceptance at seller's facility or approval to ship (if applicable). \*20% upon run-off and YFAI acceptance on floor including delivery of all \*as built' equipment manuals/drawing, applicable documentation/forms including a YFAI approved spare parts list.

This order is expected to meet or exceed the expectations outlined in the latest YFAI RFQ and associated equipment/tooling specification/guidelines and/or details provided. Reference supplier quote for maximum pricing only. Unless otherwise approved in writing by the YFAI lead engineer, the supplier is expected to meet or exceed the latest version of SESS/SEGS/tool guidelines including all local expectation at point of equipment/tool use. If you do not have the latest version of SESS/SEGS/tool guidelines, contact the YFAI lead engineer.

\* IF this PO represents a portion of a YFAI project value, this PO authorizes the supplier to invest up to, but not to exceed, PO amount(s) shown. An updated and/or additional PO with the remaining balance(s) will be the authorization to continue the project beyond partial PO value(s).

\*The Supplier is responsible to tag all tooling-funded fixtures/tools per the latest OEM tool tagging standards & submit jpg pictures with the Required Invoice Information package. The tool number is located on the PO along with the Yanfeng Automotive Interiors part number and Customer Asset Number. If you are unclear of these tagging expectations or individual

customer tool numbers, contact the YFAI lead engineer.

By Line Total USD 813,106.00

Steven Voll Total Tax USD 0.00

Authorized purchasing signature Currency Total USD 813,106.00

Yenteng International Automotive Technology US FLLC EIN: 320447985 41935 W 12 MILE ROAD

48377 NOVI UNITED STATES Tal: Fax: www.yenfeng.com Cilibank NA London SWIFT: CITIGB2L IBAN: GB93CIT)18500818438919

Citibank NA London SWIFT; CITIGB2L EUR IBAN: GB24CITI18500818438800



#### Yanfeng Global Automotive Interiors (YFAI) NA Tooling Factoring Schedule YF Std calculation

Retes Rev. September 14, 2021; Form Rev. Jey 30, 2021

YFAI PO#: TA104160 Rev. 3

Supplier/Number: INTEGRATED TECHNOLOGIES: (8083575)

YFAI Tool/Project Engineer e-mail: Paul:stewart@yanferig.com

YFAI Buyer e-mail: sleven vol@yanfeng.com

PO DETAILS		SUPPL	ER QUOT	ED AMOL	INT(S)	YF	AI FACTORED	AMOUNT(	S)
Tool Number and/or Description (if applicable)	PO#Lina Number	Total Quoted Amount	Payment 1	Payment 2	Payment:	Total Factored Amount	Factored Amount Involce 1	Fectored Amount Invoice 2	Factored Amount Invoice 3
tem 1- 4 pSer lower-LH/RH and Sel Extension - LH/RH - 6088196		31,320	16.281	15,039		32,098	16,770	15,326	
ilem 2: B piller lower- LH/RH : 6088200	2	27,460	14,313	13,147	115. 12 I	28,143	14,743	13,400	7
tem 3- C pain lower-LH/RH - 6089201	3	87,305	29,594	49,323	8,388	89 455	30,463	50,441	8,53
tem 4-D pillar lower #1, LH/RH - 6069202	4	7,300	2,190	3,650	1,460	7,478	2,256	;3,733	1,48
tem 5- D.pillar lower 92- L.HIRH - 6088292	5	102,100	45,563	56,537		104,555	48.032	57,623	
tem 8- Front sis LH/RH - 6088203	ð	65,845	29,000	38,845		67,424	29,871	37,553	
em 7- Rear sill- UH/RH - 8088204	7.	70,354	28,281	42,073		72,012	29,131	42,881	<del> </del>
tem 8-519 moulding #1 and 519 moulding #2 -	8	30,619	17,219	13,400		31,393	17,738	13,657	
tem 10- YO/Frt/Rear load floor support -	9	58,645	17,594	20,323	11,728	80,074	18,122	29,987	11,96
tem 11- B offar upper 91- LH/RH - 6038208	10	7,300	2,190	3,650	1,460	7,478	2,256	3,733	1,48
lem 12-8 pilar upper #2- LEVRH - 6058207	11	70,055	38,438	31,817		71,817	39,593	32,224	<del>1111111111111111</del>
iem 13- C pilar upper #1- LH/RH - 6088200	12:	7,300	2,190	3,650	1,460	7,478	2,256	3,733	1,48
lem: 14- C piller upper #2 - U/URH - 6088208	13	80,614	26,657	44,428	9,529	92,584	27,458	45.435	9.69
tem 16- Wordow Frame- LH/RH - 6088212	14	54,900	16,470	27,450	10,080	58,239	16,985	28.073	11,20
tem 17- Tall Gate - 8088213	15	50,420	15 128	25,210	10.084	51,650	15,581	25,782	10,28
Shipping - 6088213	18	2,660	780		520	2.682	803	1,329	53
nstalletion & Ro-assembly at YFAI facility - 8068213	17	4,950	1,485	2,475	990	5,071	1,530	2,531	1,01
Commissioning - 6088213	18	29,700	6,910	14,850	5.940	30,424	9.178	15,187	6,05
week service and support - 6088213	19.	4,950	1,485	2,475	990	5,071	1,520	2.531	1,01
		Total Quoted Amount	Payment: 1 Total	Payment 2 Total	Payment 3 Total	Total Invoice Amount	Invoice 1 Total	Involce 2 Total	trivolce 3 Total
Total(a) In USD (t	IS Dollar):	793,737	313,768	416,442	<b>B3</b> .529	B13.108	323 194	425.161	84.751

Additional comments

LAY have been "indoored" mending YFAI has added an enimeted "finance costs" to your original quote, in cases where your quoted amount EQUALS the Metored amount bits means YF has NOT added a finance cost. Once each voice is processed, you should include a payment that equals or very closely equals your <u>restrict</u> quoted amount. Hesse note, the "Net terms" on a PO stating "TOCHING" terms a your current "Net terms" per YF's vandor master istem. Byour are those of your current "Net terms" with YF places context your YF byear. Deponding on crafts couldn't with IPIA, you MAY records a payment deponds from YFAI with an immediate "or site" for the "finance".

II Your lawoldes to Yankeng Automotive interfers, thereid match the TOTAL of the EMMRE progress paymently (matored amount) stated above. For deviation estructions, please contact the surjer interior PO Processor antimeed above if this is not possible. Unless you have PRE-approval from the appropriate YF buyer, do NOT split progress payment involces by fool:

12) years coment supplies dell'airde Portal (\$259) is bécated at https://stp.yfal.com/esupply/login. This online and FREE gream allows applies to track involved details. Unai further notice, et suppliers that accept tooling PO's; and provide the second of the second o

colors should only be submitted AFTER the defined milestones; have been met and should be dated accordingly. Relivence the YFAI Purchase Circles and/or YFAI specification for Individual physical pages in the defined milestones may be rejected:

If it many cases, suppliers are expected to submit Required Invoice Information (RIQ along with the FINAL project. If you are unclear of these expectations, contact the YFAL Tool/Project Cognition.

(3) Finders to following this expectation allows may lead to payment issues and/or delays.

Questions, issues, concerns with this factoring schedule please contact me:

Denise Bookie denise:hooke@yanfeng.com +1 (818) 212-2321

Denise Bookie

YFALB Supplier Confidential Information

**EXHIBIT C** 

# Case 1:23-mi-99999-UNA Document 4137-1 Filed 12/14/23 Page 34 of 38

# INTEGRATED TECHNOLOGIES INT

Bill To::// 1887 Colored to the Colo

1680 ROBERTS BLVD SUITE 406 KENNESAW, GA 30144

USA

Voice: 770-335-2840

PO BOX 7125

USA

NOVI, MI 48376

YANFENG NORTH AMERICA

Fax:

Invoice Number: 773

Invoice Date: Page:

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Ship to:

YFAI FOUNTAIN INN 101 INTERNATIONAL BLVD FOUNTAIN INN, SC 29644 USA

ij	& Customer ID			(1)
	* Costolier ID 78	KITTE THE CUSTOMET FO		t Terms
7	YFALNA	TA104160 REV0	30-50-20 No	et 90 Days
	#≹Sálēs Rep ID	Shipping Method	Ship Date	:: Due Date
	ARAKA	Best Way	12/14/22	12/14/22

Quantity 👫 🔭 🚛 👣 🗸 Item 🧓		Unit Price	Amount
1.00	A PILLAR LOWER AND SILL EXTENSION	31,320.00	31,320.0
	LH/RH 6088196		
1.00	B PILLAR LOWER LH/RH 6088200	27,460,00	27,460.0
1.00	C PILLAR LOWER LH/RH 6088201	58,867.25	58,867.2
1.00	D PILLAR LOWER#1 LH/RH 6088202	7,300,00	7,300.0
1.00	D PILLAR LOWER#2 LH/RH 608 8202	12,962.60	12,962.6
1.00	FRONT SILL LH/RH 6088203	29,375.27	29,375.2
1.00	REAR SILL LH/RH 6088204	31,583.78	31,583,7
1.00	SIEL MOLDING AND SILL MÖLDING#2	33,993.37	33,993.3
-	6088197#1	*	•
1.00	YOFRT/REAR LOAD FLOOR SUPPORT	58,645.00	58,645.0
***	6088199		
1.00	B PILLAR UPPER#1 LH/RH 6088208	7,300.00	7,300,0
1,00	B PILLAR UPPER#2 LH/RH 6088207	11,089,54	11,089.5
1.00	C PILLAR UPPER#1 LH/RH 6088208	7,300,00]	7,300.0
1.00	C PILLAR UPPER#2 LH/RH 6088209	88,855:00	88,855.0
1,00	WINDOW FRAME LH/RH 6088212	54,900.00	54,900.0
1:00	TAIL GATE 6088213	50,420.00	50,420.0
4.00	SHIPPING 6088213		
1.00	INSTALL & REASSEMBLY AT YEAR		
	FACILITY 6088213	_	
		***	
Subtotal Sales Tax			Continue
		Continue	
	Total Invoice Amount	4-11	Continue
heck/Credit Memo No:	Payment/Credit Applied		
	TOTAC		

# Case 1:23-mi-99999-UNA Document 4137-1 Filed 12/14/23 Page 35 of 38

### INTEGRATED TECHNOLOGIES INT

1680 ROBERTS BLVD SUITE 406 KENNESAW, GA 30144 USA

Voice: 770-335-2840

Fax:

INVOICE

Invoice Number: 773

Invoice Date:

Dec 14, 2022

Page:

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ŸANFENG NORTH AMERICA PO BOX 7125 NOVI; MI 48376 USA

Ship to:

YFAI FOUNTAIN INN
101 INTERNATIONAL BLVD
FOUNTAIN INN, SC 29644
USA

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			Total Invoice Amount		232,618.8
			Payment/Credit Applied	* .*	
			TOTAL		232,618.8

# Andre Kill & McCarthy, LLP

Attorneys and Counselors at Law

244 ROSWELL STREET, SUITE 1000 MARIETTA, GEORGIA 30060 (404):653-0338-6AX

Brendan J. McCarthy Direct Dial: (404) 653-3004 Email: bmccarthy a ablaw.net

September 7, 2023

Yanfeng North America 41935 West 12 Mile Road Novi, MI 48377

Yanfeng Automotive Interiors a/k/a YFAI 101 International Boulevard Fountain Inn, SC 29644

RE: Amounts due to Integrated Technologies International, LLC

Dear Sir/Madam:

We represent Integrated Technologies International, LLC ("ITI") in connection with amounts owed as further described in the attached draft Complaint. ITI is owed \$232,618.81 in principal, plus prejudgment interest accruing at the rate of 18% per annum. ITI intends to seek the recovery of its attorney's fees and expenses in addition to the principal amount, plus interest. You can avoid liability for the attorney's fees and expenses by paying the principal amount, plus interest, within ten (10) days of the date of your receipt of this letter.

This letter constitutes official notice to preserve all potential evidence, including, but not limited to, emails, electronically stored information, plain paper information, and anything connected to the issues set forth in the attached Complaint. Failure to preserve all such information can result in sanctions for spoliation, including, but not limited to, entry of judgment against you.

Please direct all communications to the undersigned. Thank you

Sincerely,

s/Brendan J. McCarthy

Brendan J. McCarthy For the Firm

BJM/ Enclosure

**EXHIBIT D** 



Dan Welton President Integrated Technologies

February 6, 2023

Dear Dan,

Integrated Technologies ("ITI") was contracted to supply certain goods to Yanfeng International Automotive Technology US I LLC ("YF") for the Volvo V536 Hard Trim Assembly program (the "Program") under YF purchase order number TA104160 ("YF PO"). The YF PO is governed by YF's Terms and Conditions of Purchase available at <a href="https://www.yanfeng.com/en/suppliers">www.yanfeng.com/en/suppliers</a> ("Terms").

In the course of performance under the YF PO: (1) ITI has requested financial accommodations from YF in the form of payments to ITI suppliers for subcomponents of the goods that ITI was to supply; and (2) has failed to produce goods free of design defect and conforming to the specifications provided by YF, in breach of ITI's warranties under the Terms. These actions have caused considerable financial harm to YF.

YF has worked with ITI for months in an attempt to resolve these issues despite being under no obligation to do so. However, we must protect our interests and those of our customer. Accordingly, this letter is to inform you that the YF PO is hereby terminated without further YF liability pursuant to Sections 18(b) and 19(a) of the Terms.

YF hopes that the issues encountered on this project are not indicative of future performance on other projects so that we can again have a mutually beneficial relationship with ITI.

Sincerely,

Steve Voll

Commodity Manager - Capital Equipment & Tooling, N.A.